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**STATE OF TEXAS  
COUNTY OF TARRANT  
CITY OF GRAPEVINE**

## **GROUND LEASE**

**WHEREAS**, the City of Grapevine, hereinafter referred to as Lessee, a home rule city situated in Tarrant County, Texas and the First United Methodist Church of Grapevine, hereinafter referred to as Lessor desire to enter into a (20) year lease agreement of property depicted in the attached Exhibit 'A' located adjacent to Ball Street.

**NOW, THEREFORE**, Lessor does hereby for and in consideration of the rents, covenants and promises herein contained to be kept, performed and observed by Lessee does hereby lease and demise to Lessee and Lessee does hereby rent and accept from Lessor a portion of Parcels 10J3 & 10M of the A. Foster Survey, Abstract 518, conveyed by Gift Warranty Deed to Lessor dated March 18, 1999, recorded in the Deed Records, Tarrant County, Texas, Instrument # D199068591 and depicted in Exhibit 'A' (the "Leased Property").

### **I. TERM**

Term of lease is for twenty (20) years beginning on the 1<sup>st</sup> day of January, 2009 and ending on the 31<sup>st</sup> day of December, 2028 subject, however, to earlier termination as hereinafter provided. At the end of the contract term, this contract shall be renewable upon mutually agreed upon terms in increments of ten years.

This lease is a right appurtenant to the Leased Property, is binding upon, and inures to the benefit of Lessor, Lessee, and their respective successor(s) and assign(s).

### **II. RENT**

Lessee shall not be obligated to pay an annual or monthly rental on said property so long as it remains tax exempt. Should it become taxable, Lessee shall pay annual rent in an amount equal to the taxes.

### **III. LEASEHOLD IMPROVEMENTS**

Lessee agrees to construct a parking lot and improvements during the initial twenty (20) year term. Lessee agrees to maintain the parking lot during the term of the lease to a standard that satisfies all City ordinances and requirements.

Lessor agrees to provide \$ 100,000 in funds for the construction of the parking lot and improvements. Lessee agrees to provide the remaining funds necessary for the construction and maintenance of the parking lot and improvements.

The improvements to be placed on the subject property are as follows:

construction and paving of parking lot, installation of landscaping, installation of lighting for the parking lot, and striping of the parking spaces according to plans, attached hereto and incorporated herein as Exhibit 'A -1'.

#### **IV. PUBLIC CONVENIENCE**

During the term of the lease the property shall be open and available for public parking to visitors of Heritage Park, the Botanic Gardens and Nash Farms. The property shall also be available for city use during city sponsored festivals including, but not limited to Main Street Days and GrapeFest, and any publicly advertised city-wide event. The Lessor shall have the right to exclusive use of the property during Sundays and the other religious occasions, including, but not limited to, Good Friday, and Christmas Day.

#### **V. MAINTENANCE OF PROPERTY**

Lessee agrees to maintain the property during the term of the contract. Maintenance shall include sweeping, re-surfacing, and striping of the property. Maintenance of lighting will be the responsibility of the Lessee.

#### **VI. INSURANCE**

Lessee agrees to provide insurance naming Lessor as co-insured for all claims of incidents occurring on the property arising out of the City's use of the Leased Property pursuant to Section IV herein.

#### **VII. TERMINATION**

Either party may terminate this lease upon expiration of the contract term or upon thirty (30) days written notice. Termination of the contract shall release Lessor and Lessee from the terms and agreements contained in the contract.

#### **VIII. LOCATION**

This contract is performable in Grapevine, Tarrant County, Texas and is subject to all applicable Texas law.

Executed this 13 day of JAN, <sup>2009 wd</sup> ~~2008~~.

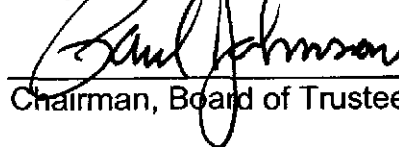
CITY OF GRAPEVINE



Bruno Rumbelow, City Manager



FIRST UNITED METHODIST  
CHURCH OF GRAPEVINE



Chairman, Board of Trustees

APPROVED AS TO FORM:

John F. Boyle

John F Boyle, City Attorney

Cynthia S. Blum

Vice Chairman, Board of Trustees



ATTEST:

Linda Huff

Linda Huff, City Secretary

Teresa B. Martin

Secretary, Board of Trustees

**SUNSET ST**

**Exhibit 'A'**  
**Showing a 4.65 Acre tract of land**  
**situated in the**  
**Heirs of A. Foster Survey, Abstract No. 518,**  
**Tracts 10J3 & 10M**  
**Tarrant County, Texas**

Grapevine, City Of  
PO Box 95104  
Grapevine, Tx  
76099  
Foster, A Heirs Survey  
A 518 Tr 10J01

Grapevine, City Of  
PO Box 95104  
Grapevine, Tx  
76099  
Foster, A Heirs Survey  
A 518 Tr 10K

**BALL ST**

First United Methodist Church  
422 Church St  
Grapevine, Tx  
76051  
Foster, A Heirs Survey  
A 518 Tr 10M02

Grapevine, City Of  
PO Box 95104  
Grapevine, Tx  
76099  
Foster, A Heirs Survey  
A 518 Tr 10I

**Proposed Ground Lease**  
**(Approx. 1.26 Acres)**

Lease Line

First United Methodist Church  
422 Church St  
Grapevine, Tx  
76051  
Foster, A Heirs Survey  
A 518 Trs 10J3 & 10M

First United Methodist Church  
422 Church St  
Grapevine, Tx  
76051  
First United Meth Church/Gvine  
Plot Lot 1

N

0 50 100 Feet

**SURREY LN**

**Remainder**  
**(Approximately 3.39 Acres)**

First United Methodist Church  
422 Church St  
Grapevine, Tx  
76051  
Foster, A Heirs Survey  
A 518 Tr 10M01

Jenkins-Wesley, Sherry A  
722 W College St  
Grapevine, Tx  
76051  
Foster, A Heirs Survey  
A 518 Trs 10J2 & 10M3

Dearing, Marvin C  
714 W College St  
Grapevine, Tx  
76051  
Foster, A Heirs Survey  
A 518 Trs 10J & 10P

Dearing, Marvin C  
714 W College St  
Grapevine, Tx  
76051  
Foster, A Heirs Survey  
A 518 Trs 10J3 & 10P

Hofmeyer, Carl Elux Carol  
704 W College St  
Grapevine, Tx  
76051  
Foster, A Heirs Survey  
A 518 Tr 10E

Widner, Ramon J  
620 W College St  
Grapevine, Tx  
76051  
Foster, A Heirs Survey  
A 518 Tr 10EB1

Frick, Thomas R Elux Jeanette  
2713 Willowood Dr  
Grapevine, Tx  
76051  
Grapevine, City Of  
Blk 44R Lot 1R

**SCRIBNER ST**

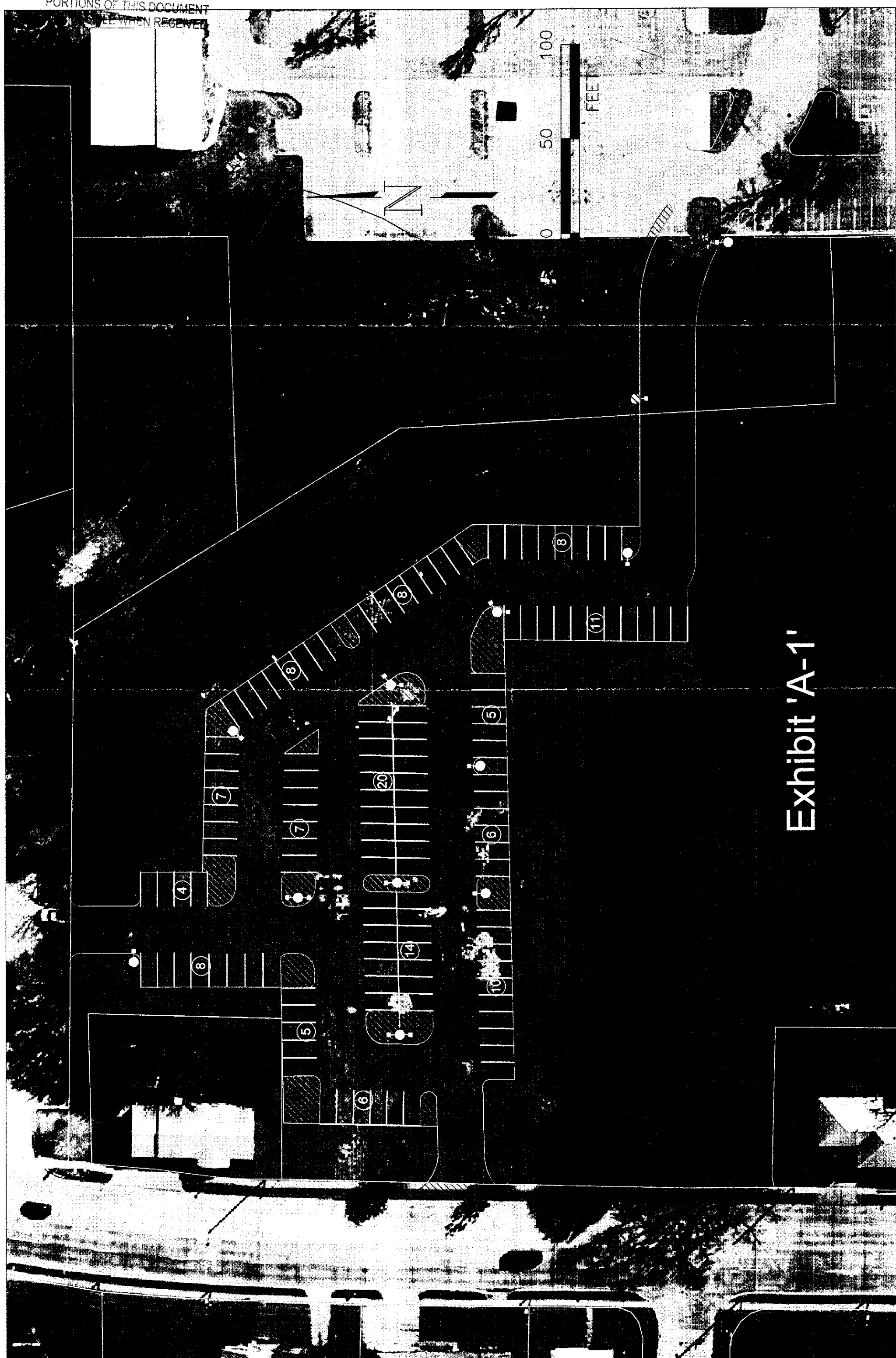
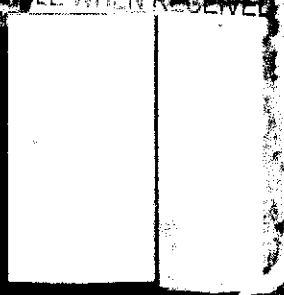
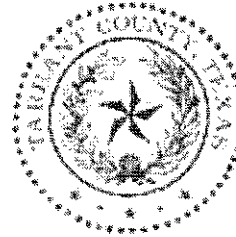


Exhibit 'A-1'



CITY OF GRAPEVINE  
PO BOX 95104

GRAPEVINE TX 76099

Submitter: CITY OF GRAPEVINE/PUBLIC WORKS

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SUZANNE HENDERSON  
TARRANT COUNTY CLERK  
TARRANT COUNTY COURTHOUSE  
100 WEST WEATHERFORD  
FORT WORTH, TX 76196-0401

**DO NOT DESTROY**  
**WARNING - THIS IS PART OF THE OFFICIAL RECORD.**

Filed For Registration: 02/23/2009 02:34 PM  
Instrument #: D209049041  
~~0000~~ 6 PGS \$36.00

By: \_\_\_\_\_



D209049041

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE  
OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR  
RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

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